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tion to restoring the injured party to his situation had the property not been withheld.

**SALES—STATUTE OF FRAUDS—CONTRACTS FOR WORK AND LABOR.**—The plaintiff orally contracted to purchase from the defendant a quantity of shoes of a special pattern. The plaintiff was not a manufacturer, but procured the shoes to be manufactured by a third party. In an action for the price, *held*, the Statute of Frauds was a good defense. *Atlas Shoe Co. v. Rosenthal* (Mass. 1922) 136 N. E. 107.

Even in the absence of a special clause in the Statute, a sale of goods which are particularly designed and manufactured for the vendee will not be unenforceable by reason of the Statute of Frauds. *Bond v. Bourk* (1912) 54 Colo. 51, 129 Pac. 223. The theory of this rule is that such an agreement is primarily a contract for work and labor, and not for the sale of personalty. *In re Gies' Estate* (1910) 160 Mich. 502, 125 N. W. 420. Prior to the enactment of the Uniform Sales Act (N. Y. Pers. Prop. Law, § 85, 2), it was finally decided in New York, in accordance with the weight of authority elsewhere, that there was no distinction between articles especially manufactured by the vendor himself and articles procured by him to be manufactured by another party. *Morse v. Canasawacta Knitting Co.* (1912) 154 App. Div. 351, 139 N. Y. Supp. 634; *Forsyth & Ingram v. Mann Bros.* (1895) 68 Vt. 116, 34 Atl. 481; *contra*, *Smalley v. Hamblin* (1898) 170 Mass. 380, 49 N. E. 626. But the language of the Statute, "manufactured by the seller," was held too precise to admit of doubt and consequently a vendor who procured the goods to be especially manufactured by a third party was defeated by the Statute of Frauds. *Eagle Paper Box Co. v. Gatti-McQuade Co.* (1917) 99 Misc. 508, 164 N. Y. Supp. 201. The court was led to that conclusion by the feeling that the provision is generally regarded as incorporating the Massachusetts rule. It is true that Professor Williston, in drafting the Statute in question, sought to bring it into conformity with the Massachusetts rule laid down in *Mixer v. Howarth* (Mass. 1838) 21 Pick. 205 and *Goddard v. Binney* (1874) 115 Mass. 450. See *Eagle Paper Box Co. v. Gatti-McQuade Co.*, *supra*, 512. But those leading cases merely enunciate the Massachusetts rule which is a guide to differentiating between sales and contracts to manufacture—*viz.*, that a contract for the sale of goods will come within the Statute only where the articles are then existing or are such as the vendor manufactures or procures in the ordinary course of his business—and by no means expresses the restrictive principle of *Smalley v. Hamblin*, *supra*. It would seem, then, that in the instant case the court misapprehended which Massachusetts rule was embodied in the Statute. The weight of authority elsewhere, supported as it is by the natural justice in protecting the intermediary vendor who orders the goods specially manufactured, would require a more liberal interpretation, *viz.*, that "manufactured by the seller" includes by implication the meaning "or procured to be manufactured by the seller."

**STATUTORY CONSTRUCTION—STATUTE OF LIMITATIONS—EXTENDING OR REVIVING A CAUSE OF ACTION.**—By act of incorporation a city's taxes were made a prior lien for ten years from the time of assessment. Fourteen years later this statute was amended, establishing a prior lien until payment. In an action for sale and distribution for failure to pay taxes, *held*, the amendment did not apply to a lien which had attached before the amendment took effect. *Erie County v. Lowenstein* (4th Dept. 1922) 202 App. Div. 579, 195 N. Y. Supp. 177.

By the weight of authority the running of a statute of limitations creates a vested right which the legislature cannot subsequently destroy by amendment or repeal. *Board of Education v. Blodgett* (1895) 155 Ill. 441, 40 N. E. 1025; *Eingartner v. Illinois Steel Co.* (1899) 103 Wis. 373, 79 N. W. 433; *contra*, *Campbell v. Holt* (1885) 115 U. S. 620; 6 Sup. Ct. 209. In New York there are con-